

Contract No. FLS154

**SERVICE AGREEMENT  
FOR FIRM LIQUID SERVICE  
BETWEEN  
DISTRIGAS OF MASSACHUSETTS LLC  
AS SELLER  
AND  
FITCHBURG GAS AND ELECTRIC LIGHT COMPANY  
AS BUYER**

**REDACTED**

## **SERVICE AGREEMENT FOR FIRM LIQUID SERVICE**

This Service Agreement for Firm Liquid Service (No. FLS154), dated as of July 28, 2003 ("Agreement"), is made and entered into by and between Distrigas of Massachusetts LLC, a Delaware limited liability company with a principal location at One Liberty Square, 10<sup>th</sup> Floor, Boston, Massachusetts 02109 ("Seller"), and Fitchburg Gas and Electric Light Company, a Massachusetts corporation, with a principal location at 285 John Fitch Highway, Fitchburg, Massachusetts 01420 ("Buyer").

### **WITNESSETH**

**WHEREAS**, Seller owns and operates a Liquefied Natural Gas ("LNG") Terminal in Everett, Massachusetts and is engaged in the purchase and sale of LNG; and

**WHEREAS**, Buyer desires to purchase LNG services from Seller;

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, together with other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Seller and Buyer do mutually covenant and agree as follows:

### **ARTICLE I QUANTITY**

- 1.1 Seller agrees to sell and Buyer agrees to purchase, subject to the terms and delivery conditions hereinafter set forth, a Maximum Daily Quantity ("MDQ") of LNG in liquid form up to two (2) truckloads per day (approximately 1,800 MMBtu) with a total quantity for each Contract Year during the term of this Agreement not to exceed 27,500 MMBtu, plus any additional quantities required to fill a final truck to capacity.
- 1.2 As used in this Agreement, the term "Contract Year" shall mean each period during the term of this Agreement commencing on November 1<sup>st</sup> of the calendar year and running through and including October 31<sup>st</sup> of the following calendar year.
- 1.3 At Buyer's request, Seller, in its sole discretion and judgment, will on any given day attempt to deliver the LNG purchased hereunder as vapor, on an interruptible basis, in quantities up to 1,800 MMBtu per day, subject also to the availability of transportation on Transporting Pipeline(s).
- 1.4 When requested by Buyer, Seller, in its sole discretion and judgment, will attempt to provide quantities of natural gas in excess of the amount of firm liquid service described in Section 1.1 on an interruptible basis.

- 1.5 Buyer shall provide to Seller, by November 1, 2004, to be updated on the first of each month, a schedule showing the estimated quantities of LNG to be taken in each month during the term of this Agreement. Amounts of LNG shall be stated on a basis of MMBtu of liquid per month. The schedule to be provided under this section shall not be binding on Buyer but rather shall serve as a guide to aid Seller in planning deliveries of LNG.

## **ARTICLE II POINT(S) OF DELIVERY**

- 2.1 The Point(s) of Delivery for LNG sold hereunder shall be at the points described on Exhibit "A" attached hereto and incorporated herein.

## **ARTICLE III QUALITY**

- 3.1 The quality of the LNG delivered in liquid form shall be in accordance with the specifications contained in the General Terms and Conditions of Seller's Federal Energy Regulatory Commission ("FERC") Gas Tariff, First Revised Volume No. 1, as revised from time to time ("Seller's FERC Gas Tariff"). For vapor deliveries, the quality specifications shall be as contained in the FERC Gas Tariff(s) of the Transporting Pipeline(s) making deliveries of gas to the Point(s) of Delivery.

## **ARTICLE IV DELIVERY CONDITIONS**

- 4.1 Liquid Delivery Conditions. Subject to receipt of forty-eight (48) hours' notice from Buyer, Seller shall deliver under the following conditions:
- 4.1.1 Trucks or trailers arriving at Seller's Terminal to receive LNG shall comply with the following conditions:
- (a) Minimum capacity of 6,000 gallons.
  - (b) Maximum pressure at time of loading of 15 psig.
  - (c) Precooled to at least -240 degrees Fahrenheit.
  - (d) Previous cargo shall have been LNG, or documentation shall be provided certifying that inert purge followed by precooling with LNG has been carried out.

- (e) Safe operating conditions, including the requirements of all applicable Federal, state and local laws and regulations. Seller has the right to refuse to load any trucks or trailers not meeting all of the above conditions. At Seller's sole option, Seller may make available to Buyer additional LNG for use in cool down, which LNG will be sold to Buyer at the price provided in Article V.

4.1.2 Seller shall use its best efforts to deliver LNG on less than forty-eight (48) hours' notice upon request of Buyer.

4.2 Vapor Delivery Conditions. Buyer and Seller recognize that transportation of LNG sold as vapor from Seller's facilities to Buyer's facilities will require the services of one or more Transporting Pipeline(s). In the event interruptible volumes are requested and made available hereunder, Buyer will provide information to Seller at a time set by Seller in order to be able to meet nomination deadlines of any of the Transporting Pipeline(s).

## ARTICLE V PRICE

5.1

**REDACTED**

5.2

**REDACTED**

5.3

5.4

#### **ARTICLE VI METERING AND MEASUREMENT**

- 6.1 The metering and measurement of the LNG delivered hereunder in liquid form shall be in accordance with the specifications contained in the General Terms and Conditions of Seller's FERC Gas Tariff. The metering and measurement of the LNG delivered hereunder in vapor form shall be in accordance with the specifications of the FERC Gas Tariff(s) of the Transporting Pipeline(s) making deliveries at the Point(s) of Delivery hereunder.

#### **ARTICLE VII GOVERNMENTAL REGULATIONS**

- 7.1 This Agreement is subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
- 7.2 Buyer shall use due diligence to obtain approval for service under the Agreement from the Commonwealth of Massachusetts Department of Telecommunications and Energy ("DTE"). Such approval shall be in a form satisfactory to both parties, and satisfactory evidence of such approval shall be provided to Seller no later than March 31, 2004. If such approval is not obtained by Buyer and such satisfactory evidence is not provided to Seller by March 31, 2004, either party may terminate this Agreement upon providing thirty (30) days prior written notice ("Notice Period") of its intent to the other party. The Agreement shall terminate pursuant to this Section 7.2 unless the approval contemplated herein is received within the Notice Period, or unless otherwise mutually agreed to by the parties. Upon the effective date of such termination, neither party shall have incurred any liability or obligation of any kind to the other party under the Agreement except for (i) any liability incurred hereunder prior to the effective date of such termination, and (ii) the failure of Buyer to use due diligence to obtain such approval from the DTE.

**ARTICLE VIII  
GENERAL TERMS AND CONDITIONS**

- 8.1 The General Terms and Conditions of Seller's FERC Gas Tariff are incorporated herein for all purposes.

**ARTICLE IX  
TERM**

- 9.1 Subject to any requisite governmental authorizations, this Agreement shall take effect on November 1, 2004, and shall remain in effect through and including October 31, 2008.
- 9.2 Buyer and Seller mutually agree and covenant to one another that upon termination or expiration under this Article IX or pursuant to Section 7.2 hereof, this Agreement and the service herein provided shall be deemed abandoned for all purposes under the Natural Gas Act.

**ARTICLE X  
FILING FEES**

- 10.1 THIS SECTION INTENTIONALLY OMITTED

**ARTICLE XI  
FORCE MAJEURE AND REMEDIES**

- 11.1 Force majeure and remedies under this Agreement shall be governed by Section 8 of the General Terms and Conditions of Seller's FERC Gas Tariff.

**ARTICLE XII  
BILLING AND PAYMENT**

- 12.1 Billing and payment under this Agreement shall be governed by Section 6 of the General Terms and Conditions of Seller's FERC Gas Tariff.

**ARTICLE XIII  
CURTAILMENT**

- 13.1 Curtailment of service under this Agreement will be governed by the curtailment plan set out at Section 15 of the General Terms and Conditions of Seller's FERC Gas Tariff.

#### ARTICLE XIV NOTICES

- 14.1 Except as otherwise provided, all notices, requests, demands, statements, or bills provided for in this Agreement, or any notice which either party desires to give to the other, shall be in writing, delivered in person, by delivery service or by United States Mail, and shall be considered duly delivered upon receipt at the address below or at such other address as may be hereafter furnished by one party to the other in writing:

**Seller**  
**(Invoices)**      Distrigas of Massachusetts LLC  
P.O. Box 3309  
Boston, MA 02241

**Seller**  
**(Notices)**      Distrigas of Massachusetts LLC  
One Liberty Square, 11<sup>th</sup> Floor  
Boston, MA 02109  
Attn: Contract Administration

**Buyer**  
**(Invoices)**      Fitchburg Gas and Electric Light Company  
c/o Unutil Service Corp.  
6 Liberty Lane West  
Hampton, NH 03842-1720  
Attn: Accounts Payable

**Buyer**  
**(Notices)**      Fitchburg Gas and Electric Light Company  
c/o Unutil Service Corp.  
6 Liberty Lane West  
Hampton, NH 03842-1720  
Attn: Energy Contracts

#### ARTICLE XV ASSIGNMENT

- 15.1 This Agreement shall be freely assignable to any affiliate of a party hereto and may be assigned to any third party upon prior written consent of the other party hereto, such consent not to be unreasonably withheld. For purposes of this Article XV, an affiliate shall mean any entity which controls, is controlled by, or is under common control with, another party.
- 15.2 This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the parties and their respective assigns and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Agreement in several counterparts by their respective duly authorized officers as of the day and year first above written.

**SELLER:**

**DISTRIGAS OF MASSACHUSETTS LLC**

By: 

Title: \_\_\_\_\_

**BUYER:**

**FITCHBURG GAS AND ELECTRIC  
LIGHT COMPANY**

By: 

Title: 



**EXHIBIT A**  
**POINT(S) OF DELIVERY**

Service Agreement for Firm Liquid Service (No. FLS154), dated as of July 28, 2003 ("Agreement"), between Distrigas of Massachusetts LLC ("Seller"), and Fitchburg Gas and Electric Light Company ("Buyer").

**Points of Delivery:**

**Liquid:**

For firm liquid sales, at the truck loading flange of Seller's Everett, Massachusetts marine LNG terminal.

**Vapor:**

For interruptible vapor sales, at the point(s) of interconnection between Buyer's facilities and Tennessee Gas Pipeline and as mutually agreed upon between Seller and Buyer.